

**B1040 (FORM 1040) (12/15)**

<b>ADVERSARY PROCEEDING COVER SHEET</b> (Instructions on Reverse)		<b>ADVERSARY PROCEEDING NUMBER</b> (Court Use Only)
<b>PLAINTIFFS</b> American Express National Bank c/o BECKET & LEE LLP 16 General Warren Boulevard, P.O. Box 3001 Malvern, PA 19355	<b>DEFENDANTS</b> Robin Linus Lehner aka Robin L. Lehner and Donya Tina Lehner aka Donya T. Lehner 9501 Balatta Canyon Ct. Las Vegas, NV 8914	
<b>ATTORNEYS (Firm Name, Address, and Telephone No.)</b> Elizabeth E. Stephens SULLIVAN HILL REZ & ENGEL 228 South Fourth Street, First Floor Las Vegas, NV 89101 // Telephone: 702-382-6440	<b>ATTORNEYS (If Known)</b> Zachariah Larson LARSON & ZIRZOW, LLC 850 E. Bonneville Ave. Las Vegas, NV 89101 // Telephone: (702) 382-1170	
<b>PARTY (Check One Box Only)</b> <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input checked="" type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	<b>PARTY (Check One Box Only)</b> <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	
<b>CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)</b>  COMPLAINT TO DETERMINE DISCHARGEABILITY OF DEBT PURSUANT TO 11 U.S.C. §§ 523(a)(2)(A) and 523(a)(2)(C)		
<b>NATURE OF SUIT</b>  (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
<b>FRBP 7001(1) – Recovery of Money/Property</b> <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other  <b>FRBP 7001(2) – Validity, Priority or Extent of Lien</b> <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property  <b>FRBP 7001(3) – Approval of Sale of Property</b> <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h)  <b>FRBP 7001(4) – Objection/Revocation of Discharge</b> <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e)  <b>FRBP 7001(5) – Revocation of Confirmation</b> <input type="checkbox"/> 51-Revocation of confirmation  <b>FRBP 7001(6) – Dischargeability</b> <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input checked="" type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny  (continued next column)	<b>FRBP 7001(6) – Dischargeability (continued)</b> <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other  <b>FRBP 7001(7) – Injunctive Relief</b> <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other  <b>FRBP 7001(8) Subordination of Claim or Interest</b> <input type="checkbox"/> 81-Subordination of claim or interest  <b>FRBP 7001(9) Declaratory Judgment</b> <input type="checkbox"/> 91-Declaratory judgment  <b>FRBP 7001(10) Determination of Removed Action</b> <input type="checkbox"/> 01-Determination of removed claim or cause  <b>Other</b> <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)	
<input type="checkbox"/> Check if this case involves a substantive issue of state law	<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23	
<input type="checkbox"/> Check if a jury trial is demanded in complaint	Demand \$ \$95,319.96	
Other Relief Sought		

**B1040 (FORM 1040) (12/15)**

<b>BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES</b>		
NAME OF DEBTOR Robin Linus Lehner and Donya Tina Lehner		BANKRUPTCY CASE NO. 22-14616-nmc
DISTRICT IN WHICH CASE IS PENDING	DIVISION OFFICE Las Vegas	NAME OF JUDGE Hon. Natalie M. Cox
<b>RELATED ADVERSARY PROCEEDING (IF ANY)</b>		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) /s/ Elizabeth E. Stephens		
DATE April 4, 2023	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Elizabeth E. Stephens	

**INSTRUCTIONS**

The filing of a bankruptcy case creates an “estate” under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor’s discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court’s Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff’s attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

**Plaintiffs and Defendants.** Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

**Attorneys.** Give the names and addresses of the attorneys, if known.

**Party.** Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

**Demand.** Enter the dollar amount being demanded in the complaint.

**Signature.** This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

Elizabeth E. Stephens NV Bar #5788  
 SULLIVAN HILL LEWIN REZ & ENGEL, APLC  
 228 South Fourth Street  
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 Facsimile: 702-384-9102  
 Email: [stephens@sullivanhill.com](mailto:stephens@sullivanhill.com)

Attorney for Plaintiff, American Express National Bank

**UNITED STATES BANKRUPTCY COURT**

**DISTRICT OF NEVADA – LAS VEGAS DIVISION**

In re: ROBIN LINUS LEHNER and	) )	BANKRUPTCY NO. 22-14616-nmc
DONYA TINA LEHNER,	) )	
	) )	CHAPTER 7
Debtors.	) )	
	) )	
	) )	
	) )	
AMERICAN EXPRESS NATIONAL BANK,	) )	ADVERSARY NO.
	) )	
Plaintiff,	) )	
	) )	
ROBIN LINUS LEHNER aka ROBIN L.	) )	COMPLAINT TO DETERMINE
LEHNER and DONYA TINA LEHNER aka	) )	DISCHARGEABILITY OF DEBT
DONYA T. LEHNER,	) )	
	) )	
Defendants.	) )	

Plaintiff, American Express National Bank (“American Express”), by and through its counsel, hereby represents as follows:

1. The Court has jurisdiction to hear this Complaint pursuant to 28 U.S.C. §157(a), (b)(1), (b)(2)(I) (core proceeding), §1334(b) and 11 U.S.C. §523(c).
2. In accordance with Fed. R. Bankr. P. 7008, American Express consents to the entry of final orders and judgments by this Court.
3. On December 30, 2022, Robin Linus Lehner aka Robin L. Lehner and Donya Tina Lehner aka Donya T. Lehner (“the Defendants”), filed a Chapter 7 bankruptcy petition, commencing the above case.

4. American Express National Bank is the holder of a claim against the above-captioned Defendants arising from card account number \*\*\*\*-\*\*\*\*\*-\*2008 (“the Account”).

5. The Account was opened by the Defendants on or about August 5, 2019.

6. The balance on the Account as of the date of the filing of the Chapter 7 petition was \$100,512.42.

7. The terms and conditions of the Account Agreement between Defendants and American Express calls for the payment of all costs, including reasonable attorneys’ fees, expended by American Express in the collection of the Account, which is hereby requested in the following count.

**FIRST COUNT**

8. Paragraphs 1 through 7 are hereby repeated and incorporated as if fully set forth herein.

9. Between December 15, 2022 and December 29, 2022, the Defendants used their American Express card in seventy-seven (77) transactions totaling \$106,774.32 for the purchase of goods and services on the Account.

10. Of the transactions referenced in Paragraph 9, five (5) charges totaling \$45,406.25 were incurred at AQUATIC TREASURES in Las Vegas, NV.

11. Of the transactions referenced in Paragraph 9, one (1) charge in the amount of \$15,029.99 was incurred at TOP SHELF AQUATICS INC in Winter Park, FL.

12. Of the transactions referenced in Paragraph 9, two (2) charges totaling \$19,102.39 were incurred at WPY\*HEBSWAY LLC DBA AQUAT in Las Vegas, NV.

13. Of the transactions referenced in Paragraph 9, three (3) charges totaling \$11,490.06 were incurred at FARMER DIRECT MEATS in Niagara-on-the-Lake.

14. Of the transactions referenced in Paragraph 9, two (2) charges totaling \$2,106.30 were incurred for cash advances and related fees.

15. According to the Statement of Financial of Affairs, the Defendants first paid for bankruptcy representation on December 7, 2022. All of the charges referenced in Paragraph 9 were incurred after December 7, 2022.

1           16. All of the charges referenced in Paragraph 9 were incurred on or within ninety (90)  
2 days of filing the bankruptcy petition and may be presumed nondischargeable pursuant to 11 U.S.C.  
3 §523(a)(2)(C). Additionally, the cash advances and service fees were incurred within 70 days of the  
4 filing date that may also be presumed nondischargeable.

5           17. Prior to incurring the transactions referenced in Paragraph 9, the Account had a  
6 balance of \$8,288.25, which was paid down to a negative balance of \$11,448.67.

7           18. The terms and conditions of the Account Agreement between the Defendants and  
8 American Express call for full payment of the charges due on the Account upon receipt of the  
9 monthly billing statement, with the exception of the Pay Over Time portion, which requires a  
10 minimum payment.

11           19. No payments were made towards the transactions referenced in Paragraph 9.

12           20. The Account had credits totaling \$5.69.

13           21. Payments and credits are applied in accordance with the terms and conditions of the  
14 Account Agreement for the Account between the Defendants and American Express.

15           22. The Account had post-petition charges totaling \$5,192.46. These charges are not at  
16 issue in this Complaint.

17           23. Attached hereto as Exhibit "A" is the relevant portion of the account statements for  
18 the Account which reflect the charge activity alleged in this Complaint.

19           24. According to Schedule F of the Defendants' bankruptcy petition, they have  
20 \$25,640,744.33 in unsecured, nonpriority debt, \$120,829 .00 of which appears to be credit/charge  
21 card debt.

22           25. According to Schedule I of the Defendants' bankruptcy petition, they have monthly  
23 net income totaling \$231,695.24.

24           26. According to Schedule J of the Defendants' bankruptcy petition, their current  
25 monthly expenses total \$52,509.00; this figure does not include payment on any credit/charge card  
26 debt.

27           27. American Express asserts that, subjectively, the Defendants did not intend to honor  
28 their obligation to American Express to satisfy the Account.

1           28.     The Defendants have a certain level of financial sophistication as evidenced by the  
2 fact that they own real estate, own several businesses, make payments on multiple vehicles, pays for  
3 life and auto insurance, pays utilities and other household bills, and has maintained and used  
4 multiple credit/charge card accounts.

5           29.     The Defendants made multiple charges on ten (10) separate days.

6           30.     The Account activity at issue in Exhibit "A" represents a sudden change in  
7 Defendants' buying habits.

8           31.     Each and every time the Defendants incurred a charge or transaction, they were  
9 making an implied representation to American Express of their intent to repay the debt pursuant to  
10 the terms of the Account Agreement.

11          32.     However, American Express avers that when the Defendants made these  
12 representations, they knew they were false or, alternatively, they were made with such reckless  
13 disregard for the truth as to constitute willful misrepresentations.

14          33.     When the Defendants obtained the goods and services identified in Exhibit "A", they  
15 knew or reasonably should have known of their inability to repay the debt such that they were aware  
16 of the falsity of their representations to American Express.

17          34.     The Defendants made the misrepresentations with the intention and purpose of  
18 deceiving American Express.

19          35.     At the time of posting the above-referenced charges to the Account, the Defendants  
20 were cardmembers in good standing and had a credit history with American Express, such that,  
21 American Express justifiably relied on the Defendants' misrepresentations as to their intent to repay.

22          36.     As the proximate result of extending credit based on the Defendants'  
23 misrepresentations, American Express has sustained loss and damage in the amount of \$95,319.96.

24          37.     American Express asserts that, when the transactions at issue were incurred, the  
25 Defendants were misrepresenting their intent and ability to repay American Express as required by  
26 the terms of the Account Agreement for the Account.

27          38.     A portion of the balance of the Account in the amount of \$95,319.96 was incurred by  
28 the Defendants with knowledge of their inability to repay the debt.

1 39. A portion of the balance of the Account in the amount of \$95,319.96 was incurred by  
2 the Defendants without the intent to repay it.

3 40. The Defendants incurred a portion of the balance of the Account in the amount of  
4 \$95,319.96 through false pretenses, a false representation, or actual fraud.

5 41. For the foregoing reasons, a portion of the balance of the Account in the amount of  
6 \$95,319.96 is nondischargeable pursuant to 11 U.S.C. §523(a)(2)(A).

7 42. For the foregoing reasons, a portion of the balance of the Account in the amount of  
8 \$95,319.96 is nondischargeable pursuant to 11 U.S.C. §523(a)(2)(C).

9 WHEREFORE, Plaintiff, American Express National Bank prays this Honorable Court for a  
10 nondischargeable judgment pursuant to 11 U.S.C. §§ 523(a)(2)(A) and 523(a)(2)(C) against  
11 Defendants, Robin Linus Lehner aka Robin L. Lehner and Donya Tina Lehner aka Donya T. Lehner,  
12 in the amount of \$95,319.96 plus attorneys' fees and costs, and any other such relief as the Court  
13 may deem appropriate.

14 Dated: April 4, 2023

BY:



Elizabeth E. Stephens NV Bar #5788  
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Attorney for Plaintiff, American Express National Bank

**UNITED STATES BANKRUPTCY COURT  
 DISTRICT OF NEVADA – LAS VEGAS DIVISION**

In re: ROBIN LINUS LEHNER and	)	BANKRUPTCY NO. 22-14616-nmc
DONYA TINA LEHNER,	)	
	)	CHAPTER 7
Debtors.	)	
	)	
AMERICAN EXPRESS NATIONAL BANK,	)	ADVERSARY NO.
	)	
Plaintiff,	)	
	)	
ROBIN LINUS LEHNER aka ROBIN L.	)	<b>CORPORATE OWNERSHIP STATEMENT</b>
LEHNER and DONYA TINA LEHNER aka	)	
DONYA T. LEHNER,	)	
	)	
Defendants.	)	
	)	

American Express National Bank, a national bank, is a wholly owned subsidiary of AMEX TRS Co., Inc., a New York corporation which is wholly owned by American Express Company, a New York corporation which is publicly owned and traded.

Respectfully Submitted,  
 Counsel for American Express,

Dated: April 4, 2023

By:



Elizabeth E. Stephens NV Bar #5788



# EXHIBIT A

**Platinum Card®**ROBIN L LEHNER  
Closing Date 01/15/23  
Account Ending ■■■ 2008**Customer Care:** 1-800-525-3355  
**TTY:** Use Relay 711  
**Website:** [americanexpress.com](https://americanexpress.com)

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**New Balance** **\$100,145.96****Payment Due Date** **02/09/23****Late Payment Warning:** If we do not receive your payment by the Payment Due Date of 02/09/23, you may have to pay a late fee of up to \$40.00.**Membership Rewards® Points**

Available and Pending as of 12/31/22

**703,177**For up to date point balance and full program details, visit [membershiprewards.com](https://membershiprewards.com)**Account Summary****Pay In Full**

Previous Balance	\$8,288.25
Payments/Credits	-\$17,636.31
New Charges	+\$109,494.02
Fees	+\$0.00
New Balance	= \$100,145.96

**Pay Over Time and/or Cash Advance**

Previous Balance	\$0.00
Payments/Credits	-\$2,106.30
New Pay Over Time Charges	+\$0.00
New Cash Advances	+\$2,006.00
Fees	+\$100.30
Interest Charged	+\$0.00
New Balance	= \$0.00
Minimum Due	\$0.00

**Account Total**

<b>Previous Balance</b>	<b>\$8,288.25</b>
Payments/Credits	-\$19,742.61
New Charges	+\$109,494.02
New Cash Advances	+\$2,006.00
Fees	+\$100.30
Interest Charged	+\$0.00

**New Balance** **\$100,145.96****Pay Over Time Limit** \$2,000.00  
**Available Pay Over Time Limit** \$2,000.00

See page 2 for important information about your account.

 Please refer to the **IMPORTANT NOTICES** section on **page 9**. For more information on your Pay Over Time Limit and your purchasing options, please see **page 8**

Please note, your preset spending limit is \$100,000.00. You have spent \$100,145.96.

↓ Please fold on the perforation below, detach and return with your payment ↓

**Payment Coupon**

Do not staple or use paper clips

**Pay by Computer**[americanexpress.com/pbc](https://americanexpress.com/pbc)**Pay by Phone**

1-800-472-9297

**Account Ending ■■■ 2008**Enter 15 digit account # on all payments.  
Make check payable to American Express.ROBIN L LEHNER  
9501 BALATTA CYN CT  
LAS VEGAS NV 89144-0837Payment Due Date  
**02/09/23**Amount Due  
**\$100,145.96**See reverse side for instructions  
on how to update your address,  
phone number, or email.AMERICAN EXPRESS  
PO BOX 96001  
LOS ANGELES CA 90096-8000



Platinum Card®

ROBIN L LEHNER  
Closing Date 01/15/23

EXHIBIT A, PAGE 11

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Account Ending ■ 2008

**Customer Care & Billing Inquiries**  
International Collect  
Cash Advance at ATMs Inquiries  
Large Print & Braille Statements**1-800-525-3355**  
1-954-473-2123  
1-800-CASH-NOW  
**1-800-525-3355****Website:** [americanexpress.com](https://americanexpress.com)**Customer Care  
& Billing Inquiries**  
P.O. BOX 981535  
EL PASO, TX  
79998-1535**Payments**  
PO BOX 96001  
LOS ANGELES CA  
90096-8000**Hearing Impaired**Online chat at [americanexpress.com](https://americanexpress.com) or use **Relay dial 711** and **1-800-525-3355****Payments and Credits****Summary**

	Pay In Full	Pay Over Time / Cash Advance ♦	Total
<b>Payments</b>	-\$17,630.62	-\$2,106.30	-\$19,736.92
<b>Credits</b>			
ROBIN L LEHNER ■ 2008	-\$5.69	\$0.00	-\$5.69
<b>Total Payments and Credits</b>	<b>-\$17,636.31</b>	<b>-\$2,106.30</b>	<b>-\$19,742.61</b>

**Detail**

\*Indicates posting date

<b>Payments</b>			<b>Amount</b>
12/22/22*	ROBIN L LEHNER	MOBILE PAYMENT - THANK YOU	-\$19,736.92
<b>Credits</b>			<b>Amount</b>
12/30/22	ROBIN L LEHNER	DEUTSCHE LUFTHANSA AG Koeln SW DEUTSCHE LUFTHANSA AG Ticket Number: 22040029067590 Passenger Name: LEHNER/MICHAEL MR Document Type: PASSENGER TICKET	-\$5.69

Foreign  
Spend59.00  
Swedish Kronas**New Charges****Summary**

	Pay In Full	Pay Over Time ♦	Total
ROBIN L LEHNER ■ 2008	\$101,652.88	\$0.00	\$101,652.88
DONYA T LEHNER ■ 5019	\$7,841.14	\$0.00	\$7,841.14
<b>Total New Charges</b>	<b>\$109,494.02</b>	<b>\$0.00</b>	<b>\$109,494.02</b>

**Detail****ROBIN L LEHNER**  
Card Ending ■ 2008Foreign  
Spend

			<b>Amount</b>
12/15/22	DROPBOX*2P3SK9ZYJPJJ 4159867057	SAN FRANCISCO CA	\$196.20
12/15/22	AplPay DOORDASH*THE STAND +16506819470	SAN FRANCISCO CA	\$95.69
12/15/22	DOORDASH DASHPASS +16506819470	SAN FRANCISCO CA	\$9.99
12/16/22	AplPay SWA INFLIGHT WIFI INFLIGHT EN	800-435-9792 CA	\$8.00
12/16/22	BURBANK AIRPORT FOOD & BE 650000011981 5162561788	BURBANK CA	\$65.00

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Continued on reverse

ROBIN L LEHNER

Account Ending [REDACTED] 2008

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## Detail Continued

				Foreign Spend	Amount
12/16/22	AQUATIC TREASURES 702-706-7333	LAS VEGAS	NV		\$2,338.63
12/17/22	AplPay ETSY.COM MISC APPAREL STORE	NEW YORK			\$720.76
12/18/22	AplPay ETSY.COM MISC APPAREL STORE	NEW YORK			\$149.95
12/18/22	AplPay DOORDASH*NORTH ITALIA +16506819470	SAN FRANCISCO	CA		\$104.30
12/19/22	LAS VEGAS COMM SV CABLE SVCS	LAS VEGAS	NV		\$355.51
12/19/22	THE HOME DEPOT 800-654-0688	LAS VEGAS	NV		\$129.97
12/19/22	AplPay APPLE ONLINE STORE ELECTRONICS STORE	CUPERTINO	CA		\$387.23
12/19/22	VENNGAGE.COM +18552843855	TORONTO			\$147.00
12/20/22	SAFECO CORPORATION INSURANCE SALES	BOSTON	MA		\$2,019.65
12/20/22	NRBN - NIAGARA REGIONA NRBN - NIAGARA CABLE & PAY TV	NIAGARA FALLS		430.67 Canadian Dollars	\$317.18
12/21/22	REPUBLIC SERVICES TRASH 039479866 85054 UTILITIES	PHOENIX	AZ		\$50.72
12/21/22	CHEVRON 0386287/CHEVRON CONVENIENCE STORE	LAS VEGAS	NV		\$7.59
12/21/22	CHEVRON 0386287/CHEVRON CONVENIENCE STORE	LAS VEGAS	NV		\$86.82
12/21/22	AQUATIC TREASURES 702-706-7333	LAS VEGAS	NV		\$15,000.00
12/22/22	APPLE.COM/BILL RECORD STORE	INTERNET CHARGE	CA		\$9.99
12/22/22	WPY*HEBSWAY LLC DBA AQUAT 1822664023 855-999-3729	LAS VEGAS	NV		\$5,473.11
12/22/22	FSP*REDBOX+ LAS VEGAS 000005593 7028794977	LAS VEGAS	NV		\$449.00
12/23/22	SLACK TV22FR6P3 +14155799153	SAN FRANCISCO	CA		\$16.35
12/23/22	AplPay DOORDASH*BUFFALO WILD +16506819470	SAN FRANCISCO	CA		\$76.32
12/23/22	BLUE REEF AQUATICS 000000001 7022527333	NORTH LAS VEG	NV		\$816.00
12/23/22	AQUATIC TREASURES 702-706-7333	LAS VEGAS	NV		\$478.89
12/27/22	FARMER DIRECT MEATS squareup.com/receipts	Niagara-on-the-Lake		1,200.00 Canadian Dollars	\$884.11
12/27/22	CHEVRON 0200318/CHEVRON SERVICE STN	LAS VEGAS	NV		\$5.18
12/27/22	AQUATIC TREASURES 702-706-7333	LAS VEGAS	NV		\$1,034.86
12/29/22	FARMER DIRECT MEATS squareup.com/receipts	Niagara-on-the-Lake		4,500.00 Canadian Dollars	\$3,337.54
12/29/22	FARMER DIRECT MEATS squareup.com/receipts	Niagara-on-the-Lake		9,800.00 Canadian Dollars	\$7,268.41
12/29/22	AplPay DOORDASH DASHPASS +16506819470	SAN FRANCISCO	CA		\$59.00



Platinum Card®

ROBIN L LEHNER  
Closing Date 01/15/23

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Account Ending ■■■■■ 2008

## Detail Continued

				Foreign Spend	Amount
12/29/22	WPY*HEBSWAY LLC DBA AQUAT 1822664023 855-999-3729	LAS VEGAS	NV		\$13,629.28
12/29/22	TOP SHELF AQUATICS INC 407-677-7333	WINTER PARK	FL		\$15,029.99
12/29/22	AQUATIC TREASURES 702-706-7333	LAS VEGAS	NV		\$26,553.87
12/30/22	DEUTSCHE LUFTHANSA AG DEUTSCHE LUFTHANSA AG From: To: Carrier: Class: GOTHENBURG LANDVET FRANKFURT INTERNAT LH 00 DENVER INTL APT LH 00 LAS VEGAS MCCARRAN UA 00 DENVER INTL APT LH 00 Ticket Number: 22024875547490 Passenger Name: LEHNER/MICHAEL MR Document Type: PASSENGER TICKET	Koeln	SW	35,936.00 Swedish Kronas	\$3,465.72
12/30/22	DEUTSCHE LUFTHANSA AG DEUTSCHE LUFTHANSA AG From: To: Carrier: Class: GOTHENBURG LANDVET FRANKFURT INTERNAT LH 00 LAS VEGAS MCCARRAN LH 00 DENVER INTL APT LH 00 MUNICH FRANZ JOSEP LH 00 Ticket Number: 22024875547510 Passenger Name: LEHNER/MICHAEL MR Document Type: PASSENGER TICKET	Koeln	SW	6,000.00 Swedish Kronas	\$578.65
12/30/22	DEUTSCHE LUFTHANSA AG DEUTSCHE LUFTHANSA AG From: To: Carrier: Class: MUNICH FRANZ JOSEP GOTHENBURG LANDVET LH 00 Ticket Number: 22040029067570 Passenger Name: LEHNER/MICHAEL MR Document Type: PASSENGER TICKET	Koeln	SW	189.00 Swedish Kronas	\$18.23
12/30/22	DEUTSCHE LUFTHANSA AG DEUTSCHE LUFTHANSA AG Ticket Number: 22040029067580 Passenger Name: LEHNER/MICHAEL MR Document Type: MISC. CHARGE ORDER (MCO)/PREPAID TICKET AUTH.	Koeln	SW	2,781.00 Swedish Kronas	\$268.20
01/11/23	CHECKKEEPER MONTHLY FEE +18555133646	GREENVILLE	SC		\$9.99

DONYA T LEHNER  
Card Ending ■■■■■ 5019

				Foreign Spend	Amount
12/15/22	SP JBW DIAMOND WATCH 8664081600	DALLAS	TX		\$198.54
12/16/22	SP JAMES ORO +12133765365	NORTHRIDGE	CA		\$189.66
12/16/22	AplPay DOMINO'S PIZZA 7349303030 FAST FOOD REST.	LAS VEGAS	NV		\$78.00
12/16/22	PAYPAL *JUNIPER 6136906259	6136906259	CA		\$457.26
12/16/22	PAYPAL *SKINCEUTICA 8007719489	8007719489	NJ		\$305.61
12/17/22	SPROUTS FARMERS MKT 9999999999	LAS VEGAS	NV		\$182.84

EXHIBIT A, PAGE 13

Continued on reverse

## Detail Continued

			Foreign Spend	Amount
12/18/22	AplPay APPLE ONLINE STORE ELECTRONICS STORE	CUPERTINO	CA	\$2,400.84
12/18/22	AplPay APPLE ONLINE STORE ELECTRONICS STORE	CUPERTINO	CA	\$278.85
12/18/22	PUBLIC WORKS COFFEE BAR 0000 725-223-3990	LAS VEGAS	NV	\$2.71
12/18/22	SP DIFF EYEWEAR +13103545929	GARDENA	CA	\$75.85
12/19/22	PAYPAL *USCUSTOMSBO 8772275511	8772275511	OH	\$21.00
12/19/22	SP HOUSE OF JEWELS M +13059753075	MIAMI	FL	\$41.18
12/20/22	SP MANSSION +16233326823	GLENDALE	AZ	\$91.04
12/20/22	SP KARMA&LUCK +17028681438	LAS VEGAS	NV	\$27.65
12/20/22	SP MFLEL LLC 8609144501	MIDDLETOWN	CT	\$13.55
12/20/22	PP*METAPAY -FANTAS buy.ig.me	BUY.IG.ME	FL	\$50.94
12/20/22	PAYPAL *SHEIN 17135246286	17135246286	DE	\$8.32
12/20/22	SP NUHAVAN BEAUTY +19099961466	BEAUMONT	CA	\$26.53
12/20/22	SP GOLD PRESIDENTS +18882147692	DALLAS	TX	\$65.03
12/21/22	SP ORDER 6266006589	CITY OF INDUSTRY	CA	\$63.94
12/21/22	SP YUMIYU +17864056803	MIAMI	FL	\$112.17
12/22/22	SP MARISSA COLLECTIONS 8005816641	NAPLES	FL	\$319.71
12/22/22	PP*METAPAY -ACCESS buy.ig.me	BUY.IG.ME	GA	\$31.41
12/23/22	SP HANACURE 3109559997	LAS VEGAS	NV	\$37.92
12/23/22	Amazon Prime SHIPPINGCLUB	Amazon.com	WA	\$14.99
12/23/22	ZAYTOON MEDITERRANEAN MARKET 7026851875	LAS VEGAS	NV	\$286.76
12/24/22	STARBUCKS STORE 0579 FAST FOOD RESTAURANT	LAS VEGAS	NV	\$13.46
12/24/22	TARGET 012070 09100012070 612-3044357	LAS VEGAS	NV	\$195.06
12/24/22	T J MAXX 10001701 DISCOUNT STORES	LAS VEGAS	NV	\$599.15
12/24/22	AplPay DOMINO'S PIZZA 7349303030 FAST FOOD REST.	LAS VEGAS	NV	\$34.31
12/24/22	AplPay DOMINO'S PIZZA 7349303030 FAST FOOD REST.	LAS VEGAS	NV	\$128.40
12/24/22	SP BLUSHING BRUNETTE +17065051026	PHENIX CITY	AL	\$35.75



Platinum Card®

ROBIN L LEHNER  
Closing Date 01/15/23

EXHIBIT A, PAGE 15

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Account Ending ■■■ 2008

## Detail Continued

				Foreign Spend	Amount
12/26/22	SP RELLERY +12037367750	WARWICK	RI		\$167.98
12/26/22	SP ORDER 6266006589	CITY OF INDUSTRY	CA		\$30.24
12/26/22	PAYPAL *AROMA360COM 3058000360	3058000360	FL		\$85.87
12/27/22	MICROSOFT*SUBSCRIPTION Z51YMDUI5DKU 98052	MSBILL.INFO			\$14.99
12/27/22	MICROSOFT*SUBSCRIPTION Z521MDFIIM4Y 98052	MSBILL.INFO			\$16.30
12/28/22	ApIPay SP CLEARLY LOVED PET 5617066262	CARBONDALE	CO		\$519.00
12/28/22	PP*METAPAY -BENEFI buy.ig.me	BUY.IG.ME	CA		\$16.26
12/29/22	IC* INSTACART +18882467822	SAN FRANCISCO	CA		\$116.82
12/30/22	SP ORDER 6266006589	CITY OF INDUSTRY	CA		\$48.77
12/31/22	SP BANDOLIERSTYLE +18007819177	LOS ANGELES	CA		\$23.41
01/01/23	SP ORDER 6266006589	CITY OF INDUSTRY	CA		\$39.99
01/02/23	SP LAYERS OF JEWELRY +16176579431	QUINCY	MA		\$41.98
01/02/23	SP CAPE DIABLO +18003452677	CLAYMONT	DE		\$42.43
01/03/23	NETFLIX.COM CABLE & PAY TV	AMSTERDAM	NL	179.00 Swedish Kronas	\$17.16
01/05/23	SP RODEO DURANGO +15623633021	WHITTIER	CA		\$41.72
01/05/23	SP CHVKER 4432485375	HOUSTON	TX		\$37.88
01/08/23	SP VANESSA MOONEY +13239820200	LOS ANGELES	CA		\$92.32
01/08/23	SP ORDER 6266006589	CITY OF INDUSTRY	CA		\$29.15
01/11/23	SP ARMITRON 7187840700	LITTLE NECK	NY		\$70.44

## Cash Advances

◆ - denotes Pay Over Time and/or Cash Advance activity

			Amount
12/28/22	ROBIN L LEHNER	7255 S Rainbow Blvd Las Vegas NV Cash Advance Transaction	\$1,003.00 ◆
12/28/22	ROBIN L LEHNER	*SOUTH RAINBOW LAS VEGAS NV Cash Advance Transaction	\$1,003.00 ◆
Total Cash Advances for this Period			\$2,006.00

EXHIBIT A, PAGE 15

Continued on reverse

**Fees**

◆ - denotes Pay Over Time and/or Cash Advance activity

			Amount
12/28/22	ROBIN L LEHNER	CASH ADVANCE FEE 7255 S Rainbow Blvd Las V \$1003.00	\$50.15 ◆
12/28/22	ROBIN L LEHNER	CASH ADVANCE FEE *SOUTH RAINBOW LAS VEGAS \$1003.00	\$50.15 ◆
<b>Total Fees for this Period</b>			<b>\$100.30</b>

**Interest Charged**

			Amount
<b>Total Interest Charged for this Period</b>			<b>\$0.00</b>

**About Trailing Interest**

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest". Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens, we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full (or if you have a Plan balance, by paying your Adjusted Balance on your billing statement) by the due date each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

**2023 Fees and Interest Totals Year-to-Date**

	Amount
Total Fees in 2023	\$100.30
Total Interest in 2023	\$0.00

**Interest Charge Calculation**

Days in Billing Period: 31

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Transactions Dated		Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
	From	To			
Pay Over Time	08/01/2020		27.24% (v)	\$0.00	\$0.00
Cash Advances	08/05/2019		29.49% (v)	\$0.00	\$0.00
<b>Total</b>					<b>\$0.00</b>

(v) Variable Rate

**Information on Pay Over Time and Purchasing Options****Pay Over Time Limit: \$2,000.00**

The total of your Pay Over Time and/or Cash Advance balance and Plan balance cannot exceed your Pay Over Time Limit. No charge will be added to a Pay Over Time balance if it would cause the total of your Pay Over Time, Cash Advance, and Plan balances to go over your Pay Over Time Limit. **This is not a spend limit.** We may approve or decline a charge regardless of whether your Card account balance exceeds or does not exceed your Pay Over Time Limit.

**Available Pay Over Time Limit**

Your Available Pay Over Time Limit is accurate as of your statement date. This Limit is the remaining amount that you can add to the total of your Pay Over Time, Cash Advance, and/or Plan balances. Remember that you can continue to create plans for purchases that are currently in your Pay Over Time balance even if you have reached your Pay Over Time Limit. Your total Cash Advance balance is subject to your Cash Advance Limit, which you can find in your Cardmember Agreement. If you have a preset spending limit on your account that is less than your Pay Over Time Limit, you may not be able use your Available Pay Over Time Limit.



**Platinum Card®**

ROBIN L LEHNER  
Closing Date 02/12/23  
Account Ending 2008



**Customer Care:** 1-800-525-3355  
**TTY:** Use Relay 711  
**Website:** [americanexpress.com](https://americanexpress.com)

**New Balance** **\$100,512.42**

Includes the past due amount of \$100,145.96

**Payment Due Date** **03/09/23**

**Membership Rewards® Points**

Available and Pending as of 01/31/23

**126,789**

For up to date point balance and full program details, visit [membershiprewards.com](https://membershiprewards.com)

See page 2 for important information about your account.

Your account is cancelled.

Please refer to the **IMPORTANT NOTICES** section on **page 5**.

For more information on your Pay Over Time Limit and your purchasing options, please see **page 4**

Please note, your preset spending limit is \$0.00. You have spent \$100,512.42.

**American Express® High Yield Savings Account**

No monthly fees. No minimum opening monthly deposit. 24/7 customer support. FDIC insured. Meet your savings goals faster with an American Express High Yield Savings Account. Terms apply. Learn more by visiting [americanexpress.com/savenow](https://americanexpress.com/savenow)

**Account Summary****Pay In Full**

Previous Balance	\$100,145.96
Payments/Credits	-\$0.00
New Charges	+\$366.46
Fees	+\$0.00
<b>New Balance</b>	<b>= \$100,512.42</b>

**Pay Over Time and/or Cash Advance**

Previous Balance	\$0.00
Payments/Credits	-\$0.00
New Pay Over Time Charges	+\$0.00
New Cash Advances	+\$0.00
Fees	+\$0.00
Interest Charged	+\$0.00
<b>New Balance</b>	<b>= \$0.00</b>
Minimum Due	\$0.00

**Account Total**

<b>Previous Balance</b>	<b>\$100,145.96</b>
Payments/Credits	-\$0.00
New Charges	+\$366.46
New Cash Advances	+\$0.00
Fees	+\$0.00
Interest Charged	+\$0.00
<b>New Balance</b>	<b>\$100,512.42</b>

**Pay Over Time Limit** \$2,000.00  
**Available Pay Over Time Limit** \$2,000.00

↓ Please fold on the perforation below, detach and return with your payment ↓

**Payment Coupon**

Do not staple or use paper clips

**Pay by Computer**

[americanexpress.com/pbc](https://americanexpress.com/pbc)

**Pay by Phone**

1-800-472-9297

**Account Ending** 2008

Enter 15 digit account # on all payments.  
Make check payable to American Express.

ROBIN L LEHNER  
9501 BALATTA CYN CT  
LAS VEGAS NV 89144-0837

**Payment Due Date**  
**03/09/23**

**Amount Due**  
**\$100,512.42**

See reverse side for instructions  
on how to update your address,  
phone number, or email.

AMERICAN EXPRESS  
PO BOX 60189  
CITY OF INDUSTRY CA 91716-0189



**Platinum Card®**ROBIN L LEHNER  
Closing Date 02/12/23

Account Ending [REDACTED] 2008

**Customer Care & Billing Inquiries**  
International Collect  
Cash Advance at ATMs Inquiries  
Large Print & Braille Statements**1-800-525-3355**  
1-954-473-2123  
1-800-CASH-NOW  
**1-800-525-3355****Website:** [americanexpress.com](https://americanexpress.com)**Customer Care  
& Billing Inquiries**  
P.O. BOX 981535  
EL PASO, TX  
79998-1535**Payments**  
PO BOX 60189  
CITY OF INDUSTRY  
CA  
91716-0189**Hearing Impaired**Online chat at [americanexpress.com](https://americanexpress.com) or use **Relay dial 711** and **1-800-525-3355****New Charges****Summary**

	Pay In Full	Pay Over Time +	Total
ROBIN L LEHNER [REDACTED] 2008	\$206.19	\$0.00	\$206.19
DONYA T LEHNER [REDACTED] 5019	\$160.27	\$0.00	\$160.27
<b>Total New Charges</b>	<b>\$366.46</b>	<b>\$0.00</b>	<b>\$366.46</b>

**Detail****ROBIN L LEHNER**  
Card Ending [REDACTED] 2008

			Amount
01/15/23	DROPBOX*TT4B24LKRJ3W 4159867057	SAN FRANCISCO CA	\$196.20
01/15/23	DOORDASH DASHPASS +16506819470	SAN FRANCISCO CA	\$9.99

**DONYA T LEHNER**  
Card Ending [REDACTED] 5019

			Amount
01/13/23	SP CYNTHIA ROWLEY +12122420847	NEW YORK NY	\$79.18
01/15/23	PP*METAPAY -NLS JE buy.ig.me	BUY.IG.ME NY	\$20.57
01/16/23	PP*METAPAY -NLS JE buy.ig.me	BUY.IG.ME NY	\$13.97
01/17/23	PP*METAPAY -TRENDY buy.ig.me	BUY.IG.ME NV	\$24.90
01/17/23	PP*METAPAY -TRENDY buy.ig.me	BUY.IG.ME NV	\$21.65

**Fees**

	Amount
<b>Total Fees for this Period</b>	<b>\$0.00</b>

**Interest Charged****Amount****Total Interest Charged for this Period****\$0.00****About Trailing Interest**

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**2023 Fees and Interest Totals Year-to-Date****Amount**

Total Fees in 2023

\$100.30

Total Interest in 2023

\$0.00

**Interest Charge Calculation**

Days in Billing Period: 28

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Transactions Dated		Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
	From	To			
Pay Over Time	08/01/2020		27.49% (v)	\$0.00	\$0.00
Cash Advances	08/05/2019		29.74% (v)	\$0.00	\$0.00
<b>Total</b>					<b>\$0.00</b>

(v) Variable Rate

**Information on Pay Over Time and Purchasing Options****Pay Over Time Limit: \$2,000.00**

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